



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 07RFP001YB-BR**

## **Materials Recovery Agency**

**For**

**Atlanta-Fulton Public Library System**

**RFP DUE TIME AND DATE: 11:00 A.M. Tuesday, August 28, 2007**

**PURCHASING CONTACT: Brian Richmond 404-730-7915**

**E-MAIL: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Note: All vendors submitting a proposal must complete this page. If you are submitting a proposal, please submit **the original and five copies**.

Vendors have up to 2:00 P.M. Monday, August 20, 2007 to email any questions that you may have.

All bids should be sealed and mailed to the following address:

The Fulton County Purchasing Department  
130 Peachtree Street S.W. Suite 1168  
Atlanta Georgia 30303  
Attn: Brian Richmond

**SECTIONS 1-8**

<b>1.0</b>	<b>INTRODUCTION</b>	1-1
1.1	Purpose	1-1
1.2	Project Description	1-1
1.3	Background	1-2
1.4	County Objectives	1-2
1.5	Purchasing the RFP	1-4
1.6	Pre-Proposal Conference	1-5
1.7	Delivery Requirements	1-6
1.8	Proposal Due Date	1-6
1.9	Contact Person and Inquiries	1-6
<b>2.0</b>	<b>INSTRUCTIONS TO PROPOSERS</b>	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process	2-2
2.4	Clarification & Addenda	2-3
2.5	Term of Contract	2-4
2.6	Required Submittals	2-4
2.7	Proposal Evaluation	2-4
2.8	Disqualification of Proposers	2-4
2.9	Reserved Rights	2-5
2.10	Applicable Laws	2-5
2.11	Minimum Participation Requirements for Prime Contractors	2-5
2.12	Insurance and Risk Management Provisions	2-5
2.13	Accuracy of RFP and Related Documents	2-5
2.14	Responsibility of Proposer	2-6
2.15	Confidential Information	2-6
2.16	County Rights and Options	2-6
2.17	Cost of Proposal Preparation and Selection Process	2-8
2.18	Termination of Negotiation	2-8
2.19	Wage Clause	2-9
2.20	Additional or Supplemental Information	2-9
2.21	Reporting Responsibilities	2-9
2.22	Request for Proposal General Requirements	2-10
<b>3.0</b>	<b>PROPOSAL REQUIREMENTS</b>	3-1
3.1	Submission Requirements	3-1
3.1.1	Proposal Submission Date and Submittal Format	3-1
3.1.2	Number of Copies	3-2
3.2	Overview of Proposal Requirements	3-2
3.3	Scope of Work	3-2
3.4	Technical Proposal Format and Content	3-2
3.5	Cost Proposal Format and Content	3-5

<b>4.0</b>	<b>EVALUATION CRITERIA .....</b>	<b>4-1</b>
4.1	Proposal Evaluation Criteria .....	4-2
<b>5.0</b>	<b>PROPOSAL FORMS .....</b>	<b>5-1</b>
5.1	Introduction .....	5-1
5.2	Procurement Affidavits (PA)	
5.2.1	Procurement Affidavit 1 – Certification Regarding Debarment	
5.2.2	Procurement Affidavit 2A - Non-Collusion Affidavit of Bidder/ Offeror	
	Procurement Affidavit 2B - Non-Collusion Affidavit Sub-Contractor	
5.2.3	Procurement Affidavit 3 – Certificate of Acceptance of Request for Proposal Requirements	
5.2.4	Disclosure Form and Questionnaire	
<b>6.0</b>	<b>CONTRACT COMPLIANCE REQUIREMENTS</b>	
6.1	Non-Discrimination in Contracting and Procurement	
6.2	Required Forms and EBO Plan	
6.2.1	Exhibit A - Promise of Non-Discrimination	
6.2.2	Exhibit B – Employment Report	
6.2.3	Exhibit C – Schedule of Intended Subcontractors	
6.2.4	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
6.2.5	Exhibit E – Declaration Regarding Subcontracting Practices	
6.2.6	Exhibit F – Joint Venture Affidavit	
6.2.7	Exhibit G – Prime Contractor/Subcontractor Utilization Report	
<b>7.0</b>	<b>INSURANCE AND RISK MANAGEMENT PROVISIONS</b>	
<b>8.0</b>	<b>BID SUBMITTAL CHECK LIST</b>	

## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County, Georgia ("County") is requesting a proposal from a Materials Recovery Agency to work with its Integrated Library System (ILS) and the Library System's existing overdue notification policies and practices to assist the library in increasing the rate of return for borrowed materials.

Through the issuance of this Request For Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for collecting non-returned library materials, fines and fees. The Library's primary need is to recover the actual library materials that were borrowed.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Materials Recovery Contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### **1.2 DESCRIPTION OF THE PROJECT**

#### **Requirements:**

##### **Sirsi/Dynix Interface:**

- **Vendor must demonstrate successful interface with the Sirsi/Dynix integrated library system, as well as with other major systems in the library market, including the Evergreen System**
- **Vendor must plan to maintain interface with Sirsi/Dynix and other systems when those systems are routinely upgraded, at no cost to the library system.**

##### **Materials recovery practices:**

- **The Proposer must be able to ensure the confidentiality of all library computer files, files and related documents, its practices adhering to all applicable Georgia laws on the confidentiality of borrower records in interactions with patrons. (Georgia Code 24-9-46).**
- **Vendor must demonstrate that no information on titles of library materials checked out is captured or retained by its database. It is expected that the vendor will refer patrons to the Atlanta-Fulton Public Library system for specific information on the content of accounts.**
- **All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices act.**

- Written communications on behalf of the library must be approved by the Atlanta-Fulton Public Library System.
- The Vendor must have a written procedure for counting and managing patron complaints regarding the vendor's practices.
- Vendor must demonstrate through information about its corporate philosophy, its procedures and past performance with libraries circulating over one million items per year that its emphasis is on materials return and on maintaining patron goodwill.

**Other requirements:**

- The vendor shall offer at a minimum a 90-day, no-risk trial for materials recovery services.
- At the end of this trial, 90 days or otherwise, Vendor must guarantee that value of material returned, paid for or otherwise negotiated by library staff from accounts referred to its services will meet or exceed the costs incurred by the library to purchase the materials retrieval service. In the event that materials returns do not meet this criteria, AFPLS will cancel the contract without any penalties.
- The vendor will be expected to help with on-site training and implementation as needed by the library, at no extra cost.

**Required Services:****Software:**

- The vendor shall accept automated data transfer and payment information from the Library's existing integrated library system, Sirsi Unicorn.
- The vendor is expected to work, at no cost, with the Library, Fulton County IT and the Library's software provider to ensure accurate and timely transmission of data.
- Vendor shall provide acknowledgement of all electronically submitted accounts in an agreed-upon form of report.
- Vendor will assist AFPLS in testing implementation of materials recovery services prior to initiating service for delinquent accounts.

**Financial Reports:**

- The vendor shall provide the library system on a monthly (or other agreed upon) basis a report that details, for each patron, the value of materials returned, money received, charges waived and balance due. The vendor shall also provide custom, ad-hoc reporting requested by the library at no additional charge.
- The vendor's software should maintain accurate records of any collection transactions received, including cash, money order, credit card and checks.

- Although it is expected that most payments will be made directly to the Atlanta-Fulton Public Library System, all money received by the vendor shall be forwarded to the designated office or individual in the Library System within two business days.
- The vendor shall provide written documentation of library account numbers corresponding to payments written on all payment transactions.

#### **Managing delinquent accounts:**

- Vendor shall provide a schedule of calls and letters provided by the service.
- Vendor shall provide the option of submitting accounts, according to library specified parameters, to credit bureaus and maintaining them in an active status for seven years or until the contract with the Atlanta-Fulton Public Library System expires.
- The vendor shall provide skip tracing services to locate patrons with bad addresses. The vendor shall provide the library with new addresses acquired, cross-referenced by patron account, on a monthly basis, or other scheduled as negotiated.
- When the Library provides date of birth or juvenile and teen codes, the vendor shall direct telephone and written notification to the parent of patrons under the age of eighteen.
- The vendor shall provide the library 24-hour, live, interactive account access to patron information provided in the vendor database. The secure connection should allow the library to look at all accounts submitted to the vendor, active or inactive, and their current status. The library must be able to see all collection activities that have occurred on the accounts.
- Designated library staff must be able to readily suspend accounts, generate paid-in-full letters on contractor letterhead, and create reports directly from the vendor secured database 24 hours a day, seven days a week.

#### **BACKGROUND**

The Atlanta-Fulton Public Library System consists of thirty-two branch libraries, one research (Non-circulating) library and the main library. The library operates as part of Fulton County and the City of Atlanta, Atlanta, Georgia.

The Library's holdings currently number over 700,000 titles and 2.3 million physical items. Approximately 420,000 borrowers are currently registered. The library's annual circulation is approximately 3.1 million items per year. The library system functions on its own using Sirsi Unicorn software, and is not currently part of the PINES system of Georgia.

The Library charges various fines and fees. Fines on overdue adult books are \$.10 per day for each item, while children's books are \$ .05 per day. Fines on videos and DVD's are \$1.00 per day. The maximum fine is \$5.00 for each adult item, and \$3.00 for each children's item. Material that is not returned is billed either at a standard price or at its actual price, depending on information available in the library's catalog records.

When materials become overdue the Library does the following: Up to two delinquency notices and a bill are sent, via email, phone, or U.S. mail.

The first is sent at ten days overdue, the second at twenty days overdue and the bill at thirty days overdue. The bill notice states that the borrower must return the material, pay overdue fines or pay the price of the item, and a processing fee of \$5.00 for each item. The library user may not use his/her card until the delinquency is settled.

Overdue patron accounts with balances of \$25 (tentative) or more will be submitted for collection at forty-five days overdue, approximately two weeks after the last delinquency notice is sent. It is estimated that about 100 accounts will be submitted for collection each week (Calculation based on 12 accounts per month per 100,000 circulation, divided by four).

**The Library will provide account information to the vendor by using its existing software and by using appropriate vendor-supplied software.**

### **1.3 Purchasing the RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

### **1.6 PRE-PROPOSAL CONFERENCE**

(No Pre-Proposal will be held for this solicitation)

### **1.7 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before Tuesday, August 28, 2007 at 11:00 A.M., legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.



## **1.8 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

## **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Brian Richmond, Assistant Purchasing Agent, 404-730-7915. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

#### **3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than Tuesday, August 28, 2007 at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #07RFP001YB-BR  
Fulton County Department of Purchasing and Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS  
Project # and Title  
[Technical or Cost Proposal]  
Proposer's Name and Address**

### **3.1.2 Number of Copies**

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## **3.3 SCOPE OF WORK**

The Atlanta-Fulton Public Library System intends to contract with a single vendor capable of providing material recovery services for delinquent library books, CD's, DVD's, videocassettes and any other material loaned by the library. The selected vendor will receive a list of delinquent accounts from the library, via the internet, and will follow a defined plan to attempt to recover the material. The vendor guarantees that the value of materials and revenues recovered/ returned/ waived will equal or exceed the amount received in advance as payment for services. Selected vendor's recovery plans, policies and procedures must be clearly defined and be within all limits specified by the Federal Fair Debt Collection Practices Act.

## **3.4 MATERIALS RECOVERY SERVICE PROPOSAL FORMAT AND CONTENT**

The Proposal shall be arranged and include content as described below:

### ***Section 1 - Executive Summary [Required]***

The executive summary shall include a brief statement of the vendor's philosophy as it relates specifically to library materials recovery, as opposed to general collections policy. It shall also include a statement of the vendor's

experience as it relates to interfacing with an integrated library system, including but not limited to Sirsi/Dynix Unicorn software.

### ***Section 2 – Material Recovery Practices and Procedures [Required]***

The Project Plan must address the management's approach to completing the work identified in Section 3.3, Scope of Work. At a minimum, the plan must identify all major steps in the process, enumerate the sequence and time frame for recovery activity on accounts and provide samples of both telephone and written communications with delinquent patrons, indicating those points where the library may make changes in the scripts and letters. In addition, the plan must identify those points at which the library may review and modify the number of accounts being sent to the company, and the procedures for doing so.

### ***Section 3 – Internal and External Reporting Criteria [Required]***

Project plan shall include sample management reports generated by the vendor's system in order to demonstrate the ability to meet the requirements specified in section 1.2,

### ***Section 4 – Relevant Project Experience [Required]***

Limiting your response to one (1) page per project; please provide the following information for three library systems, each with a circulation of at least one million items per year, for which the vendor has performed materials recovery services for a period of at least two years:

- The name and location of the library, year(s) service performed A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the staff member or library department assigned to managed library circulation and/or materials recovery.
- Reference form: see next page.

# REFERENCE LIST

Complete form below for each reference

**Name of Library System**

\_\_\_\_\_

**Address of Library System**

(Complete mailing address )

\_\_\_\_\_

\_\_\_\_\_

**Annual Library Circulation**

\_\_\_\_\_

**Start Date of Services**

\_\_\_\_\_

**Ending Date of Services**

\_\_\_\_\_

**Contract Amount**

\_\_\_\_\_

**Contact Person Name and Title**

\_\_\_\_\_

**Contact Phone Number**

\_\_\_\_\_

**Atlanta-Fulton Public Library System**

***-Section 5 – Proposer Financial Information [Required]***

Proposers will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

**Financial Statement/Capability**

In order for the County to evaluate, verify and understand the Proposer's financial capability, the following documentation is requested for the Proposer:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Proposer (s).
- (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

***Section 6- Location of Firm [Required]***

Please provide the business location (the term business location means a physical structure, office of suite but does not include a post-office box or a temporary job or project site location) of the Proposer or Bidder. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or partnership agreement including the business address of all members.

**3.5 COST PROPOSAL FORMAT AND CONTENT**

The Price Proposal shall be provided in a **separate sealed envelope**. The Price Proposal shall include current information and shall be arranged and include content as described below:

***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

***Section 2 - Completed Price Proposal Forms***

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

**Atlanta-Fulton Public Library Materials Recovery Service Proposal**  
**COST PROPOSAL:**

Vendor name: \_\_\_\_\_

Cost for standard materials recovery service per account:  
(0-99 accounts per week) \$\_\_\_\_\_

Cost for standard materials recovery service per account, (100 or more accounts  
per week) \$\_\_\_\_\_

Credit Reporting cost per account \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

#### **AFPLS Materials Recovery Proposals**

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	The extent to which the respondent can meet the requirements for Sirsi/Dynix/Other Interface, Materials recovery practices, and a no-risk trial for the Atlanta-Fulton Public Library System as specified in section 1.2 of this document.	20%
<b>B.</b>	Extent to which the vendor can provide the required services outlined in Section 1.2 of this document, including software services, Financial reports, and performing activities relating to managing delinquent accounts.	25%
<b>C.</b>	Respondents past and current record in performing this service for libraries circulating one million items per year or more.	20%
<b>D.</b>	Costs of the proposed service to the Atlanta-Fulton Public Library System	20%
<b>E.</b>	Financial Stability of Organization	5%
<b>F.</b>	Locality of Respondents.	10%
	<b>TOTAL</b>	<u>100</u>
	<b>POINTS</b>	

## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

## 5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

### 5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### 5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### 5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### 5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

### 5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

### 5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### 5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

**FORM A: CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## STATE OF GEORGIA

## COUNTY OF FULTON

Form B: **NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**



**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) # \_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #,\_\_\_\_\_in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

**Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
- Circle One:            YES                            NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
- Circle One:            YES                            NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
- Circle One:            YES                            NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
- Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- ☐ 500 or more employees
- ☐ 100 or more employees
- ☐ fewer than 100 employees

Organization Name: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 500 or more employees.

## STATE OF GEORGIA

## COUNTY OF FULTON

## FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_



**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

## STATE OF GEORGIA

## COUNTY OF FULTON

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton

County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

**EMPLOYEES**

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_  
Subcontractor

**Submitted by:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_



**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE:** \_\_\_\_\_ %

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **\*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)****Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_**Firm or Corporate Name:**\_\_\_\_\_**Address:**\_\_\_\_\_  
\_\_\_\_\_**Telephone:** (     ) \_\_\_\_\_**Fax Number:** (     ) \_\_\_\_\_**Email Address:**\_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_  
\_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_**PRINCIPAL OFFICE:** \_\_\_\_\_**OFFICE PHONE:** \_\_\_\_\_ **Note:**

Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_
14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary) \_\_\_\_\_  
\_\_\_\_\_

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.



**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Nortary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

## SECTION 7

# INSURANCE AND RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	- \$1,000,000
(Other than Products/Completed Operations)	General Aggregate	- \$2,000,000
Products\Completed Operation	Aggregate Limit	- \$1,000,000
Personal and Advertising Injury	Limits	- \$1,000,000
Fire Damage	Limits	- \$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000  
(Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**  
(Employee Dishonesty) Each Occurrence - \$ 100,000

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

### **USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

### **PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

*If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.*

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:\_\_\_\_\_SIGNATURE:\_\_\_\_\_

NAME:\_\_\_\_\_TITLE:\_\_\_\_\_DATE:\_\_\_\_\_

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	One (1) Proposal marked " <b>Original</b> ", five(5) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, change in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer's team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm	
6	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Certificate Regarding Debarment Form D - Disclosure Form & Questionnaire Form E - Declaration of Employee-Number Categories	

	<p>Form F - Georgia Security and Immigration Contractor Affidavit and Agreement</p> <p>Form G - Georgia Security and Immigration Subcontractor Affidavit</p>	
<b>7</b>	<p>Office of Contract Compliance Requirements</p> <p>Exhibit A - Promise of Non-Discrimination</p> <p>Exhibit B - Employment Record</p> <p>Exhibit C - Schedule of Intended Subcontractor Utilization</p> <p>Exhibit D - Letter of Intent to Perform as Subcontractor</p> <p>Exhibit E - Declaration Regarding Subcontractor Practices</p> <p>Exhibit F - Joint Venture Disclosure Affidavit</p> <p>Exhibit G - Prime Contractor/Subcontractor Utilization Report</p> <p>Equal Business Opportunity Plan (EBO Plan)</p>	
<b>8</b>	Risk Management Insurance Provisions Form	